

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

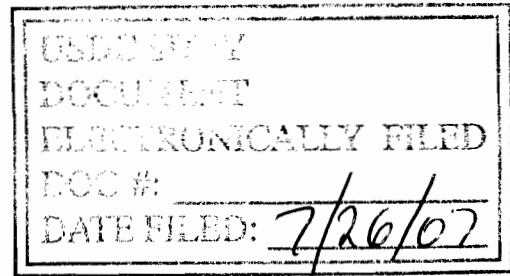
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SOUTH PACIFIC SHIPPING CO. LTD., etc.,
et ano,

Plaintiffs,

-against-

NEW YORK CONTAINER TERMINAL, INC.,

Defendants.
-----X



07 Civ. 06317 (GEL)

**TEMPORARY RESTRAINING
ORDER**

This matter came to be heard upon Plaintiffs' Motion seeking an order of the Court, pursuant to F.R.Civ.P. 65(c), temporarily restraining the Defendant with respect to the servicing of South Pacific's ships at the New York Container Terminal facilities. For good cause shown,

IT IS HEREBY ORDERED that

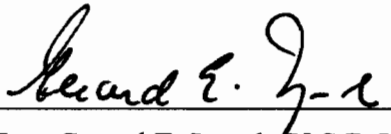
1. The Defendant, New York Container Terminal, Inc., its officers, agents, employees, servants, attorneys, and all persons in active concert or participation with them are hereby restrained and enjoined from failing to provide terminal services, stevedoring, and breakbulk cargo handling services and container freight stations services for breakbulk cargo and containers to be loaded onto or discharged from South Pacific vessels in accordance with the Terminal Operating, Stevedoring and CFS agreement dated April 29, 1997, as amended by the Confidential Stevedoring Rate Schedule for Ecuadorian Line, dated October 1, 2005 ("The Agreement"), including, but not limited to, from failing to provide the services set forth in Section II of the Agreement, including specifically a single berth, located at the south end of the wharf at the New York Container Terminal,

and of adequate length to dock vessels on arrival, with such berth guaranteed on Wednesdays, Thursdays, and Fridays, subject to the provisions of Section 2.1 (1) of the Agreement.

2. The Defendant, New York Container Terminal, Inc., its officers, agents, employees, servants, attorneys, and all persons in active concert or participation with them are further restrained and enjoined from:
 - a. Delaying, or causing delay, in the loading, unloading, or handling of the cargoes of South Pacific's vessels at Defendant's terminal in Staten Island, New York; and
 - b. Withholding any services specified in the Agreement by reason of any alleged extra handling charge or monthly surcharge due, including, but not limited to, the alleged extra charge of \$80,000 per month.
3. Except as provided in Paragraphs 1 and 2 of this Temporary Restraining Order, nothing contained herein shall bar any party from exercising any legal right or claim that it may have or alleges to have arising out of or in relation to the Agreement.
4. This Temporary Restraining Order is effective upon its issuance.
5. The foregoing restraint shall remain in effect until the Court's disposition of Plaintiff's motion for preliminary injunction, unless this Order is extended or withdrawn by further Order of the Court.
6. Security in the amount of \$250,000.00 shall be posted by the Plaintiffs with the Clerk of the Court by July 30, 2007; otherwise, the foregoing restraint shall be of no force or effect.

Dated: New York, New York
July 26, 2007

SO ORDERED:



Hon. Gerard E. Lynch, U.S.D.J.